

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF COLLEGE STATION AND BRAZOS COUNTY, TEXAS
FOR GREENS PRAIRIE ROAD**

This Agreement is made and entered into this 17th day of June, 2003, by and between the CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule Municipal Corporation (hereinafter referred to as "CITY"), and BRAZOS COUNTY, TEXAS, a political subdivision of the State of Texas, (hereinafter referred to as the "COUNTY").

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE (Vernon 1994 & Vernon Supp. 2003, as amended) also known as the Interlocal Cooperation Act authorizes all local governments to contract with each other to perform functions or services that each party to the contract is authorized to perform individually; and

WHEREAS, CITY and COUNTY are engaged in cooperative and mutually beneficial discussions in a number of areas and desire to expand areas of cooperation; and

WHEREAS, the Texas Department of Transportation ("TxDOT") is planning to construct State Highway 40 in College Station. The alignment of the highway is located in part through a parcel known as the Crowley tract. The TxDOT plans and specifications for the crossover currently depicted at Hwy 40 and Greens Prairie do not provide for sufficient access to the Crowley tract to accommodate the traffic needs of this subdivision and the CITY; and

WHEREAS, the CITY has determined that the development of this area by the Developer will generate additional traffic due in part to commercial retail uses and a crossover at the Intersection like the one depicted on Exhibit B, which is attached and incorporated by reference, (the "Crossover") will accommodate the future development of this area to a more intense use, promote economic development and facilitate north-south traffic flow; and

WHEREAS, TXDOT has agreed to relocate the Hwy 40 and Greens Prairie Crossing under certain terms and conditions including participation funding by the CITY, and the Developer to fund the cost of the road construction to connect to the relocated Crossover; and

WHEREAS, the COUNTY is in agreement with the CITY that the Crossover will better accommodate projected traffic in the area and the COUNTY believes the Crossover will better facilitate traffic on County roads in this developing area;

WHEREAS, CITY and COUNTY, pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE, as amended, have determined that to further continuing efforts on joint cooperative projects between the

parties it would be in the best interests of CITY and COUNTY to enter into this agreement for participation funding for road construction in this area.

NOW, THEREFORE, for and in consideration of mutual benefits to be derived by each of the parties hereto, said parties agree and covenant as follows:

1. Project Funding.

COUNTY agrees to contribute the amount of \$80,000.00 from its general funds (the "Participation Funds") to the CITY to construct the road access that the CITY will construct to access the Crossover on Greens Prairie Road as part of the Highway 40 project.

2. Road Construction.

The CITY agrees to use the Participation Funds received from COUNTY solely for road construction for the access road for the Crossover.

3. Refund.

If the Crossover is not relocated by TXDOT or the CITY determines that it will not proceed with the project by December 31, 2003, then the CITY will refund, if previously paid, the Participation Funds to the COUNTY.

4. Termination

This contract may not be terminated by the COUNTY unless the CITY does not proceed with the construction of the access road for the TXDOT Hwy. 40 Crossover as stated in paragraph 3 above or if the Participation Funds are used in a manner other than restricted in paragraph 2 above.

5. Payment

Brazos County will remit the Participation Funds to the City Manager for the access road construction upon demand by the City, which shall be no earlier than sixty (60) days prior to the anticipated need for such funds.

6. General Provisions.

6.1 Except as otherwise provided herein, the terms and conditions of this agreement may be modified at any time by the mutual consent of both parties.

6.2 Written notice shall be deemed to have been duly served if delivered in person to the individual listed below or if it is delivered or sent certified mail to the business address as listed below. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party in writing.

Brazos County Judge
Brazos County, Texas
300 E. 26th Street, #114
Bryan, Texas 77803

City Manager of College Station
City of College Station
1101 Texas Avenue South
P.O. Box 9960
College Station, Texas 77842

w/copy to City Attorney
City of College Station Legal Dept.
1101 Texas Avenue
College Station, TX 77842

6.3 It is understood and agreed that this agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

6.4 This Agreement has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

6.5 Failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived, breached or excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to, or waiver of, or excuse of any other different or subsequent breach.

6.6 This Agreement and all rights and obligations contained herein may not be assigned without the prior written approval of the other party.

6.7 If any provision of this Agreement shall be held to be invalid, or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

6.8 This Agreement represents the entire and integrated agreement between CITY and COUNTY and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by written instrument approved and executed by the parties.

6.9 Each party has the full power and authority to enter and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity.

6.10 The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

6.11 This Agreement becomes effective when signed by the last party whose signing makes the agreement fully executed and will remain in full force and effect until terminated or modified as hereinafter provided.

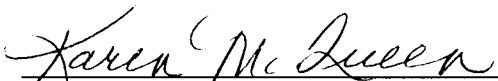
EXECUTED on this _____ day of _____, 2003.

BRAZOS COUNTY

BY: 
RANDY SIMS, Judge

Date: 6/17/03

ATTEST:


Karen McQueen, County Clerk

Date: 6-17-03

CITY OF COLLEGE STATION

BY: _____
RON SILVIA, Mayor

Date: _____

ATTEST:

Connie Hooks, City Secretary

Date: _____

APPROVED:

Thomas E. Brymer, City Manager

Date: _____

APPROVED AS TO FORM:


Harvey Cargill, City Attorney

Date: 6-27-03

Charles Cryan, Director of Fiscal Services

Date: _____